

**Statement of Work Between  
GTE Data Services, Incorporated and Genuity Inc.  
To Provide Continuing Operations Support for SAP R/3**

## **1.0 Management Summary**

This Statement of Work is appended to the Agreement for IT Transition Services ("Agreement" dated \_\_\_\_\_ by and between Genuity Solutions Inc. and GTE Service Corporation and its affiliates and shall be governed by the terms and conditions thereof. The services described herein shall be provided by GTE Data Services Incorporated for a period of twelve months effective upon the Effective Date of the IT Transition Services Agreement. This Statement of Work may not be renewed.

Genuity uses an integrated system (SAP R3), for a major portion of its Capital Planning, Project Planning, General Accounting, Managerial Accounting, Purchase Order Management and Asset Management business processes. This system and its associated data processing are supported by GTEDS. Genuity believes that in order to continue its regular business operations in the initial post merger environment that they will require the continued use of this system on an interim basis.

## **1.1 Introduction**

This Statement of Work (SOW) outlines the tasks required for GTEDS to support Genuity.

GTEDS shall perform in accordance with this Statement Of Work.

## **1.2 Scope Of Work**

### **SAP R/3**

Support and maintenance services are provided by GTEDS to provide transition services and continuing operations for Genuity. The support and maintenance services include:

- Maintaining five (5) hardware and software environment(s)-- (Note: development and test environments are shared resources, within the common development framework)
- SAP R/3 Basis
- Availability Management
- Information Security Management
- Application Security
- Custom Code Maintenance
- Interface/Outerface Application Support
- Disaster Recovery Planning
- Providing requested periodic reporting of effort and/or performance against service levels

This SOW provides access to the following standard SAP R/3 modules:

- FI - Financial Accounting
- TR - Treasury
- CO - Controlling

- EC - Enterprise Controlling
- IM- Investment Management
- PP - Production Planning
- MM - Materials Management
- PM - Plant Maintenance and Service Management
- QM - Quality Management
- PS - Project Systems
- SD - Sales and Distribution
- HR - Human Resources Management

New Dimension SAP products such as, but not limited to, BW – Business Information Warehouse, APO – Advanced Planner and Optimizer and B2B – Business-to-Business Procurement are not included in the base software license agreement.

**Attachment A** provides detailed descriptions of each module as provided by SAP.

Genuity specific implementation of the available base SAP R/3 software is detailed in Genuity Version 1.0 as documented in the ARIS model located in **Attachment B**.

### **1.3 Contract Type**

This contract has four components. The first component is for the hardware and data center infrastructure and is a fixed price component. The second component covers production support and is a fixed price per seat per month. The third component covers the enhanced services selected by Genuity and these will be billed on a time and materials basis. The last component provides access to GTE mainframe processing and is billed on a usage basis.

## 1.4 GTEDS Responsibilities

Service Category	Service Descriptions	Service Descriptions
SAP R/3 Basis	SAP Application/System Monitoring	Standard
	SAP Basis Technical Support	Standard
	SAP Basis Operations	Standard
	SAP Configuration Management	Standard
	Auxiliary Tool Support	Enhanced
	SAP Application Upgrades	Enhanced
Availability Management	Change Management	Standard
	Help Desk	Standard
	Crisis Management	Standard
	Problem Management	Standard
Application Security	SAP Security Maintenance	Enhanced
	Access Administration	Standard
Custom Code Maintenance	Code Maintenance	Enhanced
	Configuration Management	Enhanced
	Distribution/Installation	Enhanced
Interface/Outerface Application Support	Support/Scheduling/Coordination	Enhanced
	Application Recovery/Reruns	Enhanced
Disaster Recovery Planning	Data Processing Recovery	Enhanced
Graphical User Interface (GUI)	Configure and prepare SAP GUI for standard/common desktop.	Standard
	Configure and prepare SAP GUI for non-standard desktop software packages	Enhanced

Standard services are included the Production Support fees as described in part two of Section 2.1 below. Enhanced services include SAP support above the basic application Production Support. The Enhanced Services and the corresponding estimated hours for these services are outlined in part three of Section 2.1.

## 1.5 Genuity Responsibilities

- Genuity workstation desktop support
- SAP GUI (Graphical User Interface) deployment to end users
- Desktop application interoperability testing
- Functional Subject Matter Expert Support
- Reporting incidents to the National SAP Support Center
- Performing user acceptance testing
- A representative of the customer is required to be available to GTEDS when GTEDS is performing services, whether those services are being performed via telephone or at the customer's site.
- Disaster Recovery – Business Recovery Plans

## 1.6 Key Personnel

GTEDS shall assign the following Key Personnel to participate on this Statement Of Work.

**To be provided upon request.**

## 1.7 Travel

The following travel requirements are required for this SOW.

**Travel requirements are on a time and material basis per Genuity request.**

## 1.8 Software License Conditions

Any license transfer fees incurred by GTEDS on behalf of Genuity will be billed separately from this Statement of Work. Genuity is responsible for ensuring logon ids are not shared between multiple users. If multiple users are detected through system monitoring procedures, the additional users will be counted as named users and Genuity will be billed for this usage.

## 1.9 Contacts

Title: Genuity Project Manager  
Name:  
Address:  
Telephone:  
Fax:

Title: GTEDS Account Manager  
Name:  
Address:  
Telephone:  
Fax:

## 1.10 Reporting Requirements

Frequency	Report	Review
On Demand	% Production Incidents Installed on Time	
When an Outage is Resolved	Root Cause Notification Email	PostMortem Review (If Outage > 2 hours)
Monthly	Performance Metrics	Management Review

Each of the reports and reviews listed in the table is defined in the attached Service Level Agreement.

## **1.11 Special Considerations**

### Monthly Performance Meetings

National SAP Support Center and Genuity will attend a planned monthly Performance Review meeting with Commercial Services Account Management. The primary purpose of these meetings will be review the monthly reporting package and discuss account status.

The objectives of the meeting will include, but not be limited to:

- Review of reporting package
- Forecast of customer workload
- General Issues

### Addition Of New Solution Environments

If there are significant changes in processing requirements or customer environments, the measurements contained in this Statement Of Work are subject to revision based on mutual agreement of GTEDS and Genuity. When a new solution configuration environment is added, its performance will be tracked, but not included in the rating mix until the system has been running in production for two (2) months and support documentation has been provided by the Genuity to GTEDS.

## **2.0 Compensation Authorization**

### **2.1 COMPENSATION TERMS**

The monthly billings for this SOW will consist of four parts.

Part 1 – Data Center Infrastructure -The funding authorized for this portion of the Statement of Work is a total price for the hardware and data center infrastructure (a.k.a. AM/FM). The hardware and infrastructure have been established to support a range of users between 700 – 1,000 (consistent with current usage patterns). Genuity has also chosen to add two optional hardware configurations to the base support, high availability and disaster recovery. The total support is comparable to the existing services received today and is consistent with the current service level agreement. This portion will be billed on a monthly basis of \$149,042.

Part 2 – Production Support -The funding authorized for the production support portion of the Statement of Work is defined below at a per seat per month rate with volume discounts applied. Payment will be made based on the average number of SAP Named Users during each month.

<b>Number of Named Users</b>	<b>Monthly Price Per Seat</b>
< 50	\$819.00
51-100	\$472.00
101-150	\$336.00
151-200	\$285.00
201-300	\$234.00
301-400	\$209.00
401-500	\$193.00
501-600	\$183.00
601-700	\$176.00
701-800	\$170.00
801-900	\$166.00
901-1000	\$163.00
1001-1100	\$160.00
1101-1200	\$157.00
1201-1300	\$156.00
1301-1400	\$154.00
1401-1500	\$152.00
1501-2000	\$147.00

Part 3 –Enhanced Services - The funding authorized for the enhanced services in this Statement of Work is defined below at the rates per hour listed in the Information Technology Services Agreement and consist of the following estimates to support Genuity Version 1.0 as documented in the ARIS models. These estimates are based on current levels of support and are consistent with the Service Level Agreements. GTEDS will determine the mix of resources required to complete required tasks.

<b>Area of Responsibility</b>	<b>Authorized Hours (average per month during each 12 month period)</b>
Disaster Recovery Planning	15
Auxiliary Tool Support	39
Application Security Profile Maintenance and Updates	119
Maintenance of Custom built software	349
Interface/Outerface Application Support	191
Functional Configuration Support and Maintenance	221
National Finance Systems Support for Integrated Schedules	83
National Finance Systems Support for Master Data Table Updates and Maintenance	225
User Location Maintenance for On-Line SLA Monitoring	18
AD Hoc and Minor Enhancement Support	160
Configure and prepare SAP GUI for non-standard desktop software packages	10

Part 4 –Mainframe Processing Charges - The funding authorized for mainframe processing services for interfaces and outerfaces in this Statement of Work will be billed at the rates listed in the Information Technology Services Agreement. Mainframe processing costs are based on usage of mainframe components including but not limited to CPU, Tape, and Disk Access.

### 2.1.1 Monthly Costs

The following estimated summarized monthly prices are based on the current 800 seats estimated by Genuity and the monthly estimates for enhanced services:

Total Price per Month	
Part 1 – Data Center Infrastructure	149,042
Part 2 – Production Support	137,598
Part 3 – Enhanced Services	183,165
Part 4 – Mainframe Services	1,000
Estimated Total	\$470,805

If Genuity elects to use GTEDS Hardware to operate and run Genuity Provided Software pursuant to a Statement of Work, Genuity shall obtain all licenses necessary for use of such software, pay any associated fees negotiated with GTEDS for running such software for Genuity and pay any costs related to obtaining required consents needed by GTEDS to use such software for Genuity's benefit. Genuity shall be responsible for all costs associated with Genuity provided third party software. The estimated license fee(s) are to be determined.

## 3.0 Service Level

GTEDS will perform the services requested in the Statement Of Work with the intention of meeting the service level objectives for the Production SAP R/3 system as outlined in the SAP R/3 Service Level Agreement attached to the Information Technology Services Agreement. GTEDS will provide monthly reporting against each service level to Genuity. Each service level will have a target range of performance. These terms are defined as follows:

- Goal - Grade of service that GTEDS will be striving for
- Target - Grade of service that should initially be expected
- Baseline - Grade of service that will require investigation, an action plan and improvement to at least the target level.

If GTEDS's performance falls to the baseline more than two (2) consecutive months or two months in the previous six (6) months, GTEDS will, as part of the standard service offering, conduct an investigation into cause of the service problem. GTEDS will present Genuity with an action plan within in thirty (30) days that corrects GTEDS' performance to the target level. Correction to the target must be completed within thirty (30) days after the plan is presented and mutually agreed to.



#### **4.0 APPROVALS**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified below.

**GTE DATA SERVICES, INCORPORATED**

**GENUITY SOLUTIONS INC.**

**By - Signature**

**By - Signature**

**Printed Name**

**Printed Name**

**Title**

**Title**

**Date**

**Date**

Approval authorizes GTEDS to proceed with performing and scheduling the work.

## **Attachment A – SAP R/3 Base Software Module Descriptions**

- **FI - Financial Accounting**  
Collects all the data in your company relevant to accounting, providing complete documentation and comprehensive information, and is at the same time an up-to-the-minute basis for enterprise-wide control and planning.
- **TR - Treasury**  
A complete solution for efficient financial management that ensures the liquidity of your company worldwide, structures financial assets profitably, and minimizes risks.
- **CO - Controlling**  
A complete array of compatible planning and control instruments for company-wide controlling systems, with a uniform reporting system for coordinating the contents and procedures of your company's internal processes.
- **EC - Enterprise Controlling**  
Continuously monitors your company's success factors and performance indicators on the basis of specially prepared management information.
- **IM - Investment Management**  
Offers integrated management and processing of investment measures and projects from planning to settlement, including pre-investment analysis and depreciation simulation.
- **PP - Production Planning**  
Provides comprehensive processes for all types of manufacturing: from repetitive, make-to-order, and assemble-to-order production, through process, lot and make-to-stock manufacturing, to integrated supply chain management with functions for extended MPR II and electronic kanban, plus optional interfaces to PDC, process control systems, CAD, and PDM.
- **MM - Materials Management**  
Optimizes all purchasing processes with workflow-driven processing functions, enables automated supplier evaluation, lowers procurement and warehousing costs with accurate inventory and warehouse management, and integrates invoice verification.
- **PM - Plant Maintenance and Service Management**  
Provides planning, control, and processing of scheduled maintenance, inspection, damage-related maintenance, and service management to ensure availability of operational systems, including plants and equipment delivered to customers.
- **QM - Quality Management**  
Monitors, captures, and manages all processes relevant to your quality assurance along the entire supply chain, coordinates inspection processing, initiates corrective measures, and integrates laboratory information systems.
- **PS - Project Systems**  
Coordinates and controls all phases of a project, in direct cooperation with Purchasing and Controlling, from quotation to design and approval, to resource management and cost settlement.

- **SD - Sales and Distribution**  
Actively supports sales and distribution activities with outstanding functions for pricing, prompt order processing, and on-time delivery, interactive multilevel variant configuration, and a direct interface to Profitability Analysis and Production.
- **HR - Human Resources Management**  
Provides solutions for planning and managing your company's human resources, using integrated applications that cover all personnel management tasks and help simplify and speed the processes.

## **Attachment B – Genuity Version 1.0**

ARIS model documentation to be supplied upon request.

**Statement of Work Between  
GTE Data Services, Incorporated and Genuity Inc.  
To Provide Support for SAP HR Common Development**

**1.0 Management Summary**

**1.1 Introduction**

This SOW, GTEI00026, is issued pursuant to, and incorporates by reference herein the Agreement for IT Transition Services effective as of \_\_\_\_\_, 2000 between GTE Data Services Incorporated ("GTEDS") and Genuity Inc. ("Genuity"). When mutually signed for implementation, this SOW becomes contractually binding on Genuity and GTEDS under the terms and conditions of this signed SOW and the Agreements referenced in this section. This SOW outlines the tasks required by GTEDS for support of "SAP HR Common Development". The Period of Performance for this SOW is up to one year from the effective date. This SOW may not be renewed.

Genuity currently uses SAP/HP enterprise software system to support Human Resources and Payroll services. GTEDS will continue to support this application during the interim transition period. During this period, certain enhancements/developments to the SAP/HR system are scheduled to be implemented. This statement of work provides for GTEDS to implement such changes during the interim transition period. The enhanced functionality allows Genuity employees to view their personal HR/Payroll information on-line and will improve Genuity's ability to conduct salary and incentive planning.

**1.2 Scope of Work**

Development services are being purchased from the SAP Program to provide outsource implementation/development services for Genuity for the purposes of common development of HR functionality. The scope of this project includes three phases. Phase 1 will include Enhanced Compensation, Employee Self Service enhancements, 4.6, and selected Fixes/Upgrades and Enhancements (FUE) to the productive system. Phase 2 includes Pension Payroll and selected Fixes/Upgrades and enhancements to the productive system. Phase 3 includes Work Flow External Email and selected Fixes/Upgrades and Enhancements to the productive system. Time Reporting for internetworking is not in scope.

The specific scope items, by phase, are as follows:

**1.2.1 Phase 1.**

**1.2.1.1 HR – Enhanced Compensation**

Develop Standard Compensation functionality in SAP per the following:

- Configure salary planning functionality
- Configure incentive plan & payment functionality
- Configure Market Pricing functionality
- Configure Comp supporting Workflow Actions
- Configure ESS Comp screens

Support implementation of functionality and conversion of employees into Comp Module.

Genuity is responsible for User Testing.

#### 1.2.1.2 HR – ESS Enhancements

Configure & Migrate existing ESS functionality into the new 4.6b expanded ESS Module per the following:

- Configure ITS to SAP Connections
- Migrate Existing ESS screen to 4.6b module
- Expand Infotype update and edit functionality

Genuity is responsible for User Testing.

#### 1.2.1.3 HR-4.6 Upgrade

Develop / Configure/ Test and migrate SAP 3.1H functionality into the current release of SAP.

- Update all Z programs to account for release changes
- Update Configuration for PD-PA integration
- Update user exits
- Update pay rules/logic
- Update interface programs

Genuity is responsible for User Testing and providing support for activities on the Genuity side of the network firewall.

#### 1.2.1.4 FUE – Phase 1.

Functional enhancements to close post conversion functionality gaps are as follows:

7/1/00	PA: Mail Code Change Config / CRIME
7/1/00	Mechanize Accruals
7/1/00	Retro Booking
7/1/00	Adhoc Reporter 4.6
7/1/00	COMP: IT9005 Add New SubInfotypes
7/1/00	COMP: Config for Salary Plan - 4.6b
7/1/00	COMP: Config Incentive Infotypes 9005
7/1/00	COMP: Config IT382 / 379 Stock Plans - 4.6
7/1/00	COMP: Config Managers Desktop 4.6 - Phase I
7/1/00	COMP: IT9005 Add New Date Field (Plan Eligibility & Ztable)
7/1/00	COMP: IT9005 Add to Job Change / New Hire Event
7/1/00	COMP: IT9005 Default Comp Split and Target from Job IT9500 (User Exit)
7/1/00	COMP: IT9005 Screen Changes
7/1/00	COMP: IT9005 User Exit to Default / Calculate MICS Team / Assign Team Lead
7/1/00	COMP: Modify Reason Codes - (Comp)
7/1/00	DOT: Config / Conversion
7/1/00	EDW: Interface Enhancements
7/1/00	NIS - Interface Enhancements
7/1/00	NIS: Outface EE Data to BA Merger Database
7/1/00	PA: American Express In/Outface
7/1/00	PA: CARS - Outface

7/1/00	PA: Enhance History Infotype to include additional Chrono fields and Load Legacy Chrono
7/1/00	PA: I9 IT0094 / IT0048 Event
7/1/00	PA: I9 IT0094 new values
7/1/00	PA: Re-use of IT 9007 to support Employee Relation Re-hire functionality
7/1/00	PA: ReWrite Dynamic Events / Replace with Workflow (Reduce Complex Logic)
7/1/00	PA: ReWrite User Exits / Replace with Workflow (Reduce Complex Logic)
7/1/00	PA: SSAP (awards)
7/1/00	PA: ZPO4 HR and ESS Changes
7/1/00	PD: Config Event Mgt for College Recruitment
7/1/00	PD: Config PD to PA Master File Integration 4.6
7/1/00	PD: Config Skills Module
7/1/00	PD: Job Description Config 4.6
7/1/00	PD: Job Description -New Infotype for Hourly
7/1/00	PD: Limit Exemption code in PD to E,N,H
7/1/00	PD: Market Pricing / Job Design - PD 4.6
7/1/00	PD: Market Pricing System BAPI (Reward) 4.6
7/1/00	PD: Protect Supervisor Code Field - No Job Overrides
7/1/00	PD: User Exit to verify that reports to position has supervisor box = "Y"
7/1/00	Report: Identify IT000 and IT0008 mis-matches
7/1/00	Report: Union Dues Reports (2)
7/1/00	TRNG: Config for Education and Training Adm - Phase I
7/1/00	WF: IT9005 Subtype Specific Workflows
7/1/00	WF: Notify Variable Team if Team Assigned to 00000 Default
7/1/00	WF: Notify Supervisor and Team Lead of Team Assignment
7/1/00	WF: Work Flow: Config Work Flow using PD 4.6
7/1/00	WF: Workflow - Awards Process
7/1/00	WF: Workflow - IT9500 Events
7/1/00	WF: Workflow - Locking EE from system when termed
7/1/00	WF: Workflow - Notification of Long term disability actions
7/1/00	WF: Workflow - Off cycle check approval
7/1/00	WF: Workflow Z Object
7/1/00	Allocation Process - Short Term Disability
7/1/00	CCS Support 4.6
7/1/00	Changes to Wage Threshold Report
7/1/00	Define and config new payroll results infotypes
7/1/00	DRP - Enhancements
7/1/00	FLS Balancing
7/1/00	Interface Reports Cleanup (Single page vs by SubArea)
7/1/00	Part time Salaried Solution (long term solution)
7/1/00	Pre-note direct deposit
7/1/00	Program to keep ITs and asshr in sync
7/1/00	Purchase Time Off (Paid @ Election)
7/1/00	Report: Payroll register and associated reports for Consco Companies
7/1/00	Re-write Hewitt Interface
7/1/00	Time Reporting / SSIP - Pilot
7/1/00	Security - Users cannot Update their own records
7/1/00	Security: Time Study Profile I/T 27 (Browse); I/T 9530 (update)

Genuity is responsible for User Testing and providing support for activities on the Genuity side of the network firewall.

## 1.2.2 Phase 2.

### 1.2.2.1 HR-Pension P/R

Develop the following to support Pension within SAP:

- PPS interface for feed from Hewitt for adding new pension records to SAP and associated editing of data entering the SAP system.
- PSI interface from SAP to Hewitt for tracking of hours and earnings, includes accumulation of hours and earnings before sending to Hewitt.
- Conversion of existing pension data to SAP.
- Mechanize compare of conversion and payroll results.
- Trust fund reporting.
- Configuration to support pension:
  - Wage types
  - Events
  - Check print
  - Tax calculation
  - Banking
  - Corporate structure
- Training for end users.
- Life cycle support of pension related SAP configuration.
- Conversion of history data as required by legal requirements.
  - Provide query capabilities.
  - Includes an ongoing archiving of pension information.
- BDS enhancements to support transition to SAP.
- Mechanical solution for manual edits to SAP pension HR/PAY data requiring corrective data to Hewitt.
- Life cycle support of pension related SAP configuration.

### 1.2.2.2 FUE – Phase 2

Functional enhancements to close post conversion functionality gaps are as follows:

10/1/00	EOG Ztable and Logic replaced with SAP Logic
10/1/00	COMP: Config Managers Desktop 4.6 - Phase II
10/1/00	<b>Managers Desktop Phase II</b>
10/1/00	NIS: Export of T510N records to NIS/MSS-HSS
10/1/00	PD: Config for Incentive Pay Plans - 4.6b
10/1/00	Report: EEO-1 Report Enhancement
10/1/00	Report: Vets-100 Report Enhancement
10/1/00	TRNG: Config for Education and Training Adm - Phase I
10/1/00	WF: Workflow: Config External Emails 4.6
10/1/00	<b>BDS Phase I</b>
10/1/00	<b>Pension Payroll</b>
10/1/00	<b>Turn Down Exception Job in FFE</b>

Genuity is responsible for User Testing and providing support for activities on the Genuity side of the network firewall.



### 1.2.3 Phase 3

#### 1.2.3.1 HR-W/F External E-mail

Develop / Configure and Test SAP MAPI compliant capabilities as follows:

- Configure MAPI Connections
- Develop and Test interface to Exchange / CC Mail / SMTP
- Modify Existing Workflow Actions – to use MAPI interface

Genuity is responsible for User Testing and providing support for activities on the Genuity side of the network firewall.

#### 1.2.3.2 FUE – 1/1/2001

Functional enhancements to close post conversion functionality gaps are as follows:

1/1/01	IT0027 FI/CO Cost Center Changes
1/1/01	COMP: Config for Incentive COMP - 4.6b
1/1/01	LD: Leadership Development
1/1/01	PD: Leadership Development - Config
1/1/01	Report: Leadership Development - Reports
1/1/01	TALX Interface Re-design
1/1/01	PSI Replacement
1/1/01	Time Reporting - GHY
1/1/01	Time Reporting - GTEDS
1/1/01	Time Reporting - Supply
ZZZ	Allocation Process - Short Term Disability
ZZZ	BDS Phase II
ZZZ	Check distribution code contacts.
ZZZ	FLS Outerface to Include local taxes
ZZZ	Mech ZIH40 Feed to Legacy
ZZZ	Mechanize 3rd party check reqs (95)
ZZZ	Mechanize Sales Inc Pay Rules
ZZZ	Produce third party checks out of SAP
ZZZ	Replace BBN ETR with SAP CATS/TIME
ZZZ	SAPScript Simplification
ZZZ	Create ability to send multiple employee records on the CDC

Genuity is responsible for User Testing and providing support for activities on the Genuity side of the network firewall.

### 1.3 Milestone Schedule

Not Applicable

#### 1.4 Deliverables

Deliverable	Responsible Party	Acceptance Criteria*	Due Date (dd-mm-yy)
Phase 1	SAP Project	See Section 1.6	7/1/00
Phase 2	SAP Project	See Section 1.6	10/1/00
Phase 3	SAP Project	See Section 1.6	1/1/01

#### 1.5 Completion and Acceptance Criteria

Upon Completion of integrated test, a "Go/No Go" meeting with the common users (including Genuity) and the GTEDS - SAP Project will be held in order for the customer to evaluate the functionality of the given phase components and provide acceptance for the solution to move to production.

#### 1.6 Contract Type

This is a **Time and Materials** Statement of Work with not to exceed hours.

#### 1.7 Compensation Authorization

The Statement of Work has an estimated 1,240 hours with a total compensation of \$139,106 as defined below:

Payment Deliverable	Authorized Payment
Labor	\$120,506
Travel	\$0
Computer Support	\$18,600
Monthly Total	\$139,106

#### 1.8 Key Personnel

Not Applicable

#### 1.9 Travel

When travel needs arise, GTEDS will identify and request authorization and approval from Genuity prior to travel.

GTEDS will invoice Genuity for approved reimbursable travel expenses at actual costs incurred as a result of performance under the Statement of Work ("Reimbursable Travel Expenses") in accordance with the Master Contract.

### **1.10 Special Considerations**

Pricing is based on the assumption that this interface will be scheduled and managed by Genuity.

### **1.11 Genuity Contacts**

Program Manager:

Title:

Name: **Genuity**

Company:

Telephone:

Fax:

### **1.12 GTEDS Contacts**

Account Manager:

Title:

Name:

Company: **GTEDS**

Telephone:

Fax:

Contract Manager:

Title:

Name:

Company: **GTEDS**

Telephone:

Fax:

## 2.0 APPROVALS

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates indicated below to be effective as of the date specified above.

GTE DATA SERVICES	GENUITY INC.
By - Signature	By - Signature
Printed Name	Printed Name
Title	Title
Date	Date

Approval authorizes GTEDS to proceed with performing and scheduling the work.